



31809
AZAM ALAM STAMP VENDER Licence No. 59
G-7, Spanish Homes, Phase-1, D.H.A. Karachi

22 OCT 2018

S. No.
Issued To With
Through With Address
Purpose
Value Rs
Stamp Vendor Signature
NOT VALID FOR DIVORCE & FREE WILL

S. M. Ramzan Gillani
(MA, LLB & LLM)
Advocate High Court
HC-11629

(RUPEES FIVE HUNDRED ONLY)

AGREEMENT

THIS AGREEMENT is executed at KARACHI, on this day October 25th, 2018.

BETWEEN

M/s Institute of Business Administration, through its Registrar, located at **Main Campus, University Road, Karachi**, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s Orient Energy Systems (Pvt) Ltd, having its office at Plot # 9, Sector 24, Korangi Industrial Area, Karachi hereinafter referred to as "THE SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Naveed Mamon, holding CNIC No.41308-5427899-5, on the SECOND PART.

WHEREAS "IBA" intends to obtain Chiller Services & Maintenance vide tender # Maint/06/18-19 to Chiller Services & Maintenance (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Chiller Services & Maintenance" and "THE SUPPLIER" have offered to provide & supply of Chiller Services & Maintenance as per IBA standards & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:



AZAM ALAM STAMP VENDER Licence No. 59
G-7, Spanish Homes, Phase-1, D.H.A. Karachi

22 OCT 2018

S. No. 31810 Date
Issued To With 31810 S.M. Raza Gillani
Through With Address (MA, LL.B. & LL.M)
Purpose Advocate High Court
Value Rs. Attached DC-11629
Stamp Vendor Signature
NOT VALID FOR DIVORCE & FREE WILL

PAID BY THE AUTHORIZED ONLY

WITNESSETH

“IBA” hereby offer to appoint “THE SUPPLIER” as their official supplier for the specific purpose of “Chiller Services & Maintenance” discussions in respect of the same with “IBA” before the determination of Scope of Chiller Services & Maintenance. “THE SUPPLIER” hereby agree to the offer of the “IBA” in acceptance of the terms & conditions here in below forth.

Article I:

DUTIES & SCOPE OF SUPPLIES & AGREEMENT

1.1 This Agreement includes, the “Chiller Services & Maintenance”, as per “IBA” requirement mentioned in Tender BoQ.

S.#	Specification	Qty	Rate	Amount
1	Air conditioners & Chiller Services (Shuangliang, CHINA DF-231H3) and Maintenance Description: Complete Filtration of Lithium bromide solution required for smooth & efficient operation Online Filtration process with Cartridge. Complete work in all respect.	1 job	230,000	230,000
Total			Rs. 230,000.00	
13% SST			Rs. 29,900.00	
Grand Total			Rs. 259,900.00	

- 1.2 "SUPPLIER" agrees to provide item to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "SUPPLIER" will coordinate with Sr. Manager Operation & Maintenance, of the "IBA" who will assist "SUPPLIER" in supervision of proposed supply.

Article II

SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "SUPPLIER" hereby agreed and acknowledge for the periodic supervision of the supply and to check the delivery of Supplies in accordance with the Description & Specification.
- 2.2 "SUPPLIER" hereby agreed and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 Filtration process completion time tentative 90days.
- 2.6 "THE SUPPLLIER", will provide all required / necessary labor(s) / transportation(s) /cartage(s) what so ever required to complete the Chiller Services & Maintenance at the cost/charges amount offered in the tender vide # Maint/06/18-19.

Article III

REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. 259,900.00 (inclusive of all taxes) Chiller Services & Maintenance but limited to in tender vide # Maint/06/18-19 variation may occurred. The cost is inclusive of labor/transportation/supplier/etc.
- 3.2 Liquidity damages @ 2% per month, of the total agreed payment as per Purchase Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 30 days subject to Purchase Order handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Supplies will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Chiller Condenser Coil to IBA.
- 3.3 Payment will be made after completion of chiller services & maintenance and submission of invoice. Advance Payment subject to Bank Guarantee.
- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by the party.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / purchase order will be deposited in Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by SUPPLIER as per SRO/Notification.

Article IV:
ARBITRATION

- 4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA and CEO of the company / firm / agency for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article V:
TERMINATION

- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.

Article VI:
INDEMNITY

- 6.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article VII:
NOTICE

- 7.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article VIII:
INTEGRITY PACT

- 8.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 8.2 Without limiting the generality of the forgoing the M/s Orient Energy Systems (Pvt) Ltd, represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 8.3 M/s Orient Energy Systems (Pvt) Ltd accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.

8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Orient Energy Systems (Pvt) Ltd agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s Orient Energy Systems (Pvt) Ltd as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article IX: MISCELLANEOUS

9.1 Any addition & alteration(s) made in the contents as required by the contractor on offered sample or in course of the supplies in progress which entail extra time & labor and material on part of the fabrication, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE(S) if any alteration(s), arise charges will be paid on mutually agreed upon.

9.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

9.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.

9.4 The validity of the contract will be effective from the date of issue of Purchase Order.

9.5 All terms and conditions of tender vide # Maint/06/18-19 will be the integral part of this agreement and can't be revoked.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

"IBA"

NAME: Aamer Shabbir Khan

CNIC # _____

Address:

G. M. Admin. Institute of Business

Administration Main Campus

University Road, Karachi

M/S Orient Energy Systems (Pvt) Ltd

NAME: Naveed Memon

CNIC # 41308-5427899-5

Address:

Address: Plot # 9, Sector 24,

Korangi Industrial Area

Karachi

WITNESS:

1.

M. SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____

2.

Syed Abdul Azeez Ahmed

CNIC #

42501-8670033-1

Address:

Plot # 9, Sector 24,

KORANGI INDUSTRIAL AREA KAR